

Contract no. 1274

AGREEMENT

between

THE TOWNSHIP OF FRANKLIN

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 154

Effective: January 1, 1991

to

December 31, 1992

File Category:
() 1-1-1991

() 1-1-1991

() 1-1-1991 - Union/PBA

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PREPARED BY:

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AGREEMENT made this day of , 1991,
by and between THE TOWNSHIP OF FRANKLIN, a public employer of
the State of New Jersey (hereinafter referred to as "Township"),
and PBA LOCAL 154 of FRANKLIN TOWNSHIP (hereinafter referred to
as "PBA").

PURPOSE AND INTENT

The Township and PBA desire to establish, maintain
and regulate all standards of hours of work, rate of pay
and all other terms and conditions of employment of the
members of the PBA.

I. RECOGNITION

The Township has previously recognized the PBA as
the sole exclusive majority representative for collective
negotiations within the meaning of N.J.S.A. 34:13A-1.1, et seq.,
for all police officers employed by Township, excluding superior
officers and the Chief of Police.

II. AGENCY SHOP PROVISION

Representation Fee: If an employee does not become
a member of the Association during any membership year from
January 1 through December 31, which is covered in whole or
in part by this Agreement, said employee will be required to
pay a Representation Fee to the Association for that membership
year.

Prior to the beginning of each membership year the Association will notify the employee in writing of the amount of the regular membership dues which the Association intends to charge to its members for that membership year. The Representation Fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

During each membership year covered in whole or in part by this Agreement, the Association will submit to the employer a list of those employees who have not become members of the Association for the then current membership year. The employer will deduct from the salaries from such employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to the Association.

The employer will deduct the Representation Fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second paycheck after receipt of the aforesaid list by the employer.

If an employee who is required to pay a Representation Fee terminates his or her employment with the employer before the Association has received the full amount of the Representation Fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

The Association will notify the employer in writing of any change in the list provided to the employer and will notify the employer of any change in the amount of the Representation Fee.

The PBA shall establish and maintain at all times, a Demand and Return System as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in PBA Local 154 shall be available to all employees in the Bargaining Unit on an equal basis at all times. In the event PBA Local 154 fails to maintain such a system or if membership is not available, the employer shall immediately cease making such deductions.

III. RIGHTS OF EMPLOYEES

The Township acknowledges that employees subject to this Agreement are public employees having certain rights under the Laws of the State of New Jersey to form, join, and assist any employee, or organization, or to refrain from any activity or both. The Township and the Association agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

IV. WAGES

A. The parties hereto agree to the wage schedule attached hereto and made a part hereof as Appendix A to be effective as of January 1, 1991.

B. The annual starting rate for a new patrolman/w

will be not less than \$20,000 and said new patrolman/w shall serve a probationary period, not to exceed one year and upon successful probationary period, said patrolman/w shall be eligible for the wage designated for patrolman/w at Step A.

C. The wage table, which has been agreed upon by the parties hereto and attached as Appendix A, includes scales for the respective positions in the department, each step starting with "A" and ending with "D" indicating the annual wage to which the employee would be entitled.

D. All increments shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

E. All increases provided for in the Agreement shall be retroactive to January 1, 1991.

V. LONGEVITY

In addition to salaries and wages paid to police personnel, per Article IV above, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of each five years of continuous service so long as no permanent policies shall have been established by the Township and agreed upon by the Bargaining Unit. According to this table, each employee shall receive longevity payments based upon the following scale:

A. Five (5) years of service	Two and one-half percent (2.5%)
B. Ten (10) years of service	Four and one-half percent (4.5%)
C. Fifteen (15) years of service	Five and one-half percent (5.5%)
D. Twenty (20) years of service	Six and one-half percent (6.5%)
E. Twenty-five (25) years of service	Eight and one-half percent (8.5%)

1. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule established above.

2. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensations payments.

3. The years of service herein shall be determined from the date the employee commences working for the Township.

VI. OVERTIME

The Township agrees to compensate members of the bargaining unit at the rate of 1½ times the regular rate of pay for all time worked beyond the normal work period (i.e. 8 hours in a work day, 40 hours in a work week and 2,080 hours in a year). There shall be two exclusions from the overtime computation:

1. The fifteen (15) minute briefing period held prior to the beginning of the 8-hour shift.

2. Up to eight (8) scheduled training days per calendar year over and above the normal 4-2 work shift. It shall be noted that scheduled training days can also be used for other police related activities, not scheduled during the months of July and August, and are to be scheduled a minimum of three (3) weeks apart.

It is further agreed that each member of the bargaining unit will have the option of taking overtime in the form of compensatory time at the rate of time and one-half. It being understood that the maximum amount of compensatory time that can be accumulated at any one time by any member of the bargaining unit will be thirty-two (32) hours worked or forty-eight (48) hours of time off during the years 1991 and 1992.

It is understood that at the present time and at the time of this Agreement, the bargaining unit is working a four day on, two day off shift. It is understood that the rate of overtime compensation becomes effective at an hourly threshold lower than that called for in the Fair Labor Standards Act (excluding the aforementioned exemptions). The 4-2 shift is for example purposes only and it is understood that management reserves the right to change shifts as needed.

VII. UNIFORM AND UNIFORM CLEANING ALLOWANCE

The Township and the PBA agree that there will be an annual clothing allowance and uniform cleaning allowance in

the total amount of \$854.00 for 1991, and \$912.00 in 1992, which shall be paid to members of the Bargaining Unit upon submission of a voucher in accordance with Township Policy.

New uniform issuance allotment shall be paid in the amount of \$500.00 for each new man/w upon the submission of a voucher in accordance with Township Policy.

This schedule does not apply to other items of equipment which are supplied by the Township.

The Township agrees to replace any clothing or equipment damaged in the line of duty not due to the employee's negligence as shown in an incident report at actual replacement cost. All items of equipment covered by this clause are set forth on Appendix C with the limits where appropriate set forth thereon.

VIII. VACATION

1. During the twelve-month probationary period of employment, probationary employees shall accrue vacation at the rate of .833 days per month. No probationary employee shall be entitled to take vacation until after the successful completion of the twelve-month probationary period. Probationary employees shall continue to accrue vacation days at the rate of .833 days per month until the first day of January after the end of the probationary period. Thereafter, probationary employees will accrue vacation at the same rate as other employees.

2. Upon completion of probation, a regular non-probationary employee shall be entitled to ten (10) days of vacation per year. Vacation entitlement shall be accrued using the day the employee commences employment with the Township (including time accrued as a member of any other department of the Township). Vacation for regular non-probationary employees will be earned at the following rate:

Upon completion of one (1) year	.833 days per month
Upon completion of five (5) years	1.25 days per month
Upon completion of ten (10) years	1.667 days per month
Upon completion of fifteen (15) years	2.0 days per month
Upon completion of twenty (20) years	2.083 days per month
Upon completion of twenty-five (25) years	2.5 days per month

3. After January 1, 1991, vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned.

- 4. As of January 1, 1989, employees will phase in the right to use all vacation time earned as of December 31, 1988 over three years, as set forth in the Vacation Distribution and Accumulation Chart dated July 1, 1989. The parties have agreed that the total amount of vacation each employee shall have accrued as of December 31, 1988 and the total number of vacation days to which the employees will be entitled after

the January 1, 1989 change in vacation accrual is set forth in the Chart and that the total number of vacation days each employee has accrued through December 31, 1989 is correctly reflected in the column entitled "Total 1989". Each employee will only use the portion of the total vacation time as indicated on the Vacation Accumulation and Distribution Chart earned as of December 31, 1988 in each of the years 1989, 1990 and 1991.

5. Any employee who leaves the employment of Franklin Township Police Department for any reason and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him for all unearned vacation.

6. Any member of the Bargaining Unit shall have the right to accumulate and carry over from year to year, up to two (2) years earned vacation. No more than two (2) years worth of vacation may be accrued at any time.

IX. SICK LEAVE

A. The existing sick leave policy of earning one (1) day per month for each month of service with an accumulation of up to one hundred twenty (120) days shall remain in effect during this Agreement. During the first year of employment, sick leave will be earned at the rate of one (1) day per month of employment. Beginning in the second year of employment each employee will be credited with twelve (12) sick days as

of January 1 of each year to be used during the calendar year, provided that in the event an employee leaves during the year and he has taken more than his pro rata share of sick leave of one (1) day per month, any excess sick leave taken will be deducted from the final paycheck. If the Administrative Code is changed at any time during the term of this contract to increase sick leave benefits accrual and/or use, the employees may choose to adopt those sick leave plan amendments or to continue with those reflected herein.

B. Individual sick days shall not be used to cover time lost due to on-the-job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Township Manager.

C. Individual sick days may be used for the illness of a member of an employee's household which requires the employee's personal care and attention not to exceed three (3) days.

D. The use of individual sick days for illness or accidents beyond the minimum and in lieu of commencing disability income protection coverage shall be at the option of the member.

E. Disability income program payments are to be financed through equitable shares by the employer and employee on a payroll deduction basis during the term of this contract. This is on a 50-50 basis depending on salary.

Upon retirement or death after ten (10) full years

of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of one hundred (100) days computed on the basis of final wages at the time of retirement or death.

For purposes of this section, actual retirement date shall be the date established by the Police and Fire Retirement System (PFRS).

Deferred retirement benefits shall not count as retirement for purposes of this section.

Any eligible employee desiring to receive a lump sum payment upon retirement shall give written notice to the Township at least twelve (12) months prior to the employee's anticipated retirement date requesting such lump sum payment. In the event such notice is not given or in the event of the death of an eligible employee, this benefit shall be paid in twelve (12) equal monthly installments without interest. The employer shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval, or from the employee's date of death, to make final computations of the amount due. No payment under this section shall count toward nor effect, either by increasing or decreasing, any pension or retirement benefit due the employee.

All of the terms of the Addendum dated December 10, 1987 to a prior Collective Bargaining Agreement concerning the Police and Fire Retirement System and sick leave are incorporated

in this Agreement as if set forth at length here.

X. PERSONAL LEAVE

In addition to the normal vacation schedule contained in Article VIII, each member of the Bargaining Unit shall be entitled to three (3) days personal leave per year.

A. Personal leave may be used for, but not necessarily be limited to, concluding real estate transactions, family affairs, illness of a member of the immediate family (including grandmothers and grandfathers and those relatives residing in the same household), out-of-town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments and funerals not covered under funeral leave.

Personal leave shall not be taken in conjunction with normal vacation schedules.

Personal leave is not cumulative.

Requests for personal leave shall be submitted to and approved by the Department Head or his/her designated representative at least three (3) days in advance, except in unusual circumstances. All of the terms of the Addendum dated December 10, 1987 to the prior Collective Bargaining Agreement concerning Police and Fire Retirement System and personal leave are incorporated in this Agreement as if set forth at length here.

XI. LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of up to one (1) year. In addition, the Township may extend a leave of absence without pay beyond one year for a three-month period which may be renewed, but the total of any leave of absence shall not exceed a second year.

XII. STAND-BY-DUTY

Each member of the Bargaining Unit who is notified that he/she has been placed on stand-by-duty, during off-duty hours, shall be entitled to three (3) hours pay at the rate of time and one-half (1½) for each twenty-four (24) hour period or any part thereof, with payment to be made for at least three (3) hours if he/she is called into police headquarters. (That is, he/she shall be paid for any three (3) hours of any twenty-four (24) hour period or part hereof.) Officers placed on stand-by must be notified when they are released by the shift commander.

Stand-by pay as it relates to Detectives on weekends shall be limited to the forty-eight (48) hour period as comprised of Saturday and Sunday. Said Detectives shall be compensated at a rate of six hours pay at time and one-half (1½).

Detectives, if called in, shall be guaranteed the entirety of the stand-by pay, and in addition, shall be compensated for any time worked in excess of the three hour stand-by period at a rate of time and one-half (1½).

Stand-by pay shall not be interpreted to include on-call court subpoenas.

All police officers shall be guaranteed a minimum of two (2) hours at a rate of time and one-half (1½) for actual court appearances on their time off.

XIII. TUITION BENEFITS

An employee pursuing either an Associate Degree or a Bachelor's Degree in the field of Criminology, Police Science, Police Administration, Criminal Justice, or Public Administration shall be reimbursed not in excess of thirty dollars (\$30.00) per semester for books and tuition costs and not in excess of the amount of eighteen dollars (\$18.00) per credit, upon the successful completion of each college semester.

Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.

A prerequisite for reimbursement of other courses of study is that, it be approved by the Township Manager before the employee shall be eligible for same.

XIV. CONDUCTING ASSOCIATION BUSINESS

The employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey PBA or his/her designee, to conduct Association business on the

state or local level and to attend monthly state, county conference and attend scheduled tri-county conference meetings which require their attendance.

If the regular scheduled tours of duty are on a day of the meeting then the delegate shall be excused for that day's tour of duty or if regular scheduled tour of duty hours are between the hours of 11:00 P.M. to 7:00 A.M. the day after the meeting, then at his/her option, be entitled to his/her choice of day off.

XV. GRIEVANCE PROCEDURE

A. Definition. A grievance within the meaning of this Agreement, shall mean a difference of opinion or dispute arising between the employer and the PBA or between the employer and an employee concerning rates of pay, wages, hours of employment, or concerning the interpretation of application of this Agreement and condition of employment.

B. Purpose. The purpose of the procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may arise from time to time.

C. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

1. Any party in interest may be represented at all

stages of this grievance procedure by himself/herself or any representative of his/her choosing. When an employee is not represented by the PBA, the PBA shall have the right to be present and to state its view at all stages of the grievance procedure by reason of such participation.

2. The following procedure may be initiated by either party and shall be followed:

a. Level One. The employee and the chairman of the PBA Grievance Committee or the employee individually shall meet with the Division Commander. In the event the grievance is not settled at Level One or if no decision is delivered by the Division Commander within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

b. Level Two. The PBA President or his/her designated representative and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Chief of Police to discuss the grievance within seven (7) working days.

c. Level Three. The PBA President or his/her designated representative and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.

d. Level Four. If a settlement is not reached

pursuant to Level Three, either party may elect to submit a grievance to arbitration. However, the party requesting arbitration shall give notice to the other party of its intention to arbitrate. The matter shall be submitted to arbitration in the following manner:

(1) A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties to be bound by the procedure of the selected agency.

(2) The arbitrator's decision shall be set forth in writing with his/her reasons for the decision and be rendered within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.

(3) The cost of the services of the arbitrator shall be borne equally between the Association and the Employer. Any other expenses incurred, including but limited to the presentation of witnesses, shall be paid by the party incurring same.

3. Miscellaneous:

a. If, in the judgment of the PBA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Manager directly and the processing of such grievances shall commence at Level Three.

WAL 2/27/81

b. Decisions rendered at any level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Chairman of the PBA Grievance Committee.

c. Forms for filing grievance and notices of hearings shall be prepared jointly by the PBA and the Township Manager and given appropriate distribution.

d. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

XVI. SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any legislative act or any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

XVII. WELFARE BENEFITS

The Township agrees to provide each member of the Bargaining Unit with the following benefits. The Township agrees that in the event an improved health insurance package is obtained during the terms of this Agreement that the members

of the Bargaining Unit shall receive the new health benefit coverage.

A. Traditional Basic Health Care Coverage

1. Program Components

- a. Hospitalization Coverage with Connecticut General

Hospitalization Plan

- b. Major Medical Insurance with Connecticut General (Medical/Surgical).

2. Cost:

- a. No cost to employee
- b. Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

B. Health Maintenance Organization

1. Rutgers Community Health Plan or U.S. HealthCare or CIGNA

2. Cost:

In accordance with the appropriate state statutes, the Township pays the same amount toward the cost of the premium of the alternative HMO as it does to the Traditional Plan for the same coverage code (i.e. employee only, parent/child(ren), family). Any additional costs for the HMO will be paid by the employee through payroll deductions.

C. Prescription Drug Program

1. P.C.S. - Pharmaceutical Card System, Inc.

7/4/91 8/23/91 ok revision

2. Cost

Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligibla and enrolls.

D. Dental Program

1. Connacticut General

2. Cost -

Township pays the entira cost of the premium for the coverage code (i.a. employea only, family) for which the employee is aligibla and enrolls.

E. Optical Program

Township will reimburse employee \$50.00 per annum.

XVIII. HOLIDAYS

The members of the bargaining unit shall receive compensation for the days designated by the Township.

New Year's Day

Martin Luthar King's Birthday

President's Birthday (Washington)

Good Friday

Municipal Township Election (second Tuesday
in May)

Memorial Day

Independence Day

Labor Day

General Elaction Day (first Tuesday after the
first Monday in Novembar)

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

All holiday pay will be paid in two payments in the last paychecks in May and October each year.

XIX. FUNERAL BENEFITS

Members of the Bargaining Unit shall be entitled up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse or child living in the parent's home.

In the event of a death of a member's parent, parent-in-law, grandparent, sister, brother, or child not living in the parent's home, the member shall be entitled up to three (3) days off with pay at the straight time rate.

In the event of the death of a member's grandchild, sister-in-law, or brother-in-law, the employee shall be entitled up to one (1) day off with pay at the straight time rate.

XX. FUNERAL DETAIL

In the event a police officer is killed in the line of duty in the State of New Jersey, the Township and PBA Local 154 will designate two (2) members of the Bargaining Unit to attend the officer's funeral. One representative will be

picked by the Chief of Police and one by the PBA Local 154 president. The personnel selected will be on a list prepared and revised every four (4) months.

XXI. EXPENSES

The employer shall reimburse members of the Bargaining Unit for meals and mileage expenses incurred on official duty by monthly voucher; when a police or other official vehicle is unavailable, at a rate of eighteen and one-half cents (18½¢) per mile and four dollars (\$4.00) per meal.

XXII. PERSONNEL FILES

The Township will maintain personnel files for each member of the department. Copies of all items involving discipline will be furnished to the employee and initialed by the employee prior to placement in the personnel file.

XXIII. MISCELLANEOUS

Both parties agree to be bound by all statutory and judicial decisions, and each party has all rights and privileges as set forth in such statutes and judicial decisions where applicable to the parties hereto.

XXIV. TERM OF CONTRACT


This contract shall be in full force and effect retroactively to January 1, 1991 for the period ending December 31, 1992 and shall continue until such time as the parties reach a new agreement.

The PBA shall, at least sixty (60) days prior to the expiration of this contract, which shall be in November 1992, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate, subject to any determination during the interim period which shall be between the date of ratification of this contract and the expiration date of same any changes mutually agreed by the parties hereto.

The Township agrees to provide each member of the PBA with a copy of the Collective Bargaining Agreement at no expense to the PBA.

IN WITNESS WHEREOF, The PBA and the Township have caused this Agreement to be signed by their duly authorized representatives:

FRANKLIN TOWNSHIP PBA LOCAL NO. 154:



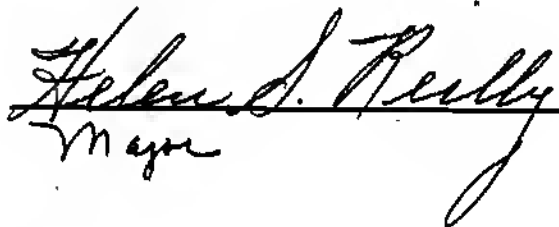
Michael Gilheoly, PBA President

Sworn to and subscribed
before me this 27th day
of August 1991.



JEAN C. PELLICANE
Notary Public of New Jersey
My Commission Expires June 18, 1996

TOWNSHIP OF FRANKLIN:



Mayor

WITNESS:



Township Clerk

DATED: 8/27/91

APPENDIX A

	<u>1991</u>	<u>1992</u>
Probation	\$ 26,387	\$ 28,195
A	32,325	34,539
B	35,623	38,063
C	37,601	40,177
D	39,427	42,128

Detectives and Acting Detectives shall be compensated at the rate of \$600.00 over the base pay of an equal rank uniformed officer at the equivalent step.

APPENDIX B

HOLIDAY PAY PRACTICE

Due to the police officers working shift work, holiday pay shall be computed as follows:

A. When physically working a holiday, the officer receives 12.0 hours extra pay, plus his regular two weeks salary;

B. When an officer is not physically working a holiday, the employee receives 8.0 hours extra pay plus his regular two weeks salary;

C. A holiday is defined as the twenty-four (24) hour period beginning at 12:01 A.M. and ending at 11:59 P.M. on those calendar dates officially designated as holidays by a resolution of the Township Council except Christmas Day, December 25; New Year's Day, January 1; and Independence Day, July 4; will be the actual holiday rather than the day designated by the Township Council.

D. Officers will be paid 2½ times their regular hourly rate for all time actually worked during any 24 hour holiday period.

APPENDIX C

EQUIPMENT COVERED FOR REPLACEMENT

1. Weapon
2. Handcuffs
3. Flashlight
4. Nightstick
5. Leather Gear
6. Wrist Watch (limit \$25.00)
7. Eyeglasses or Contacts (limit \$100.00)
8. Briefcase (limit \$50.00)
9. Bulletproof Vest

APPENDIX D

COACHING

When assigned to coach a recruit for at least 40 continued service hours, the officer so assigned will be paid a 5% pay differential.

Coaching is defined as actually training a recruit and shall not include any period when the recruit is in school.

Any officer assigned to coach who is absent for a 40 continued service hour period shall not be paid for such period.

Recruits are defined as probationary officers.

It is agreed that the 5% differential will begin the first day an officer is assigned to coach except as provided in paragraph 1 and 3 which deals with absentism.

All other terms of the existing Collective Bargaining Agreement will remain as is.